

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR**  
**UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- ☐ U.S. Patent No. \_\_\_\_\_  
☒ U.S. application no. 10/574,242, filed on March 29, 2006

hereby appoints the practitioners at Customer Number 77845 as its attorneys and agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

*(complete one of the following)*

- ☒ a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
- ☐ the Assignment recorded on \_\_\_\_ at reel \_\_\_\_, frames \_\_\_\_ - \_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all correspondence and telephone calls to:

Name	Paul Davis, Reg. No. 29,294					
Address	Goodwin/Procter LLP					
Address	135 Commonwealth Drive					
City	Palo Alto	State	CA	Zip	94301	Customer No.: 77845
Country	USA	Telephone	650-752-3106		Fax	650-853-1038

ASSIGNEE: Pelikan Technologies, Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Dominique Fauriol*  
*11/5/06*

## ASSIGNMENT OF APPLICATION

Docket Number: 38187-2836

Whereas, the undersigned:

Travis Marsot  
Mountain View, CAPaul Lum  
Los Altos, CADon Alden  
Sunnyvale, CAJames Ross  
Livermore, CARon Bardell  
Minneapolis, MNBernhard Weigl  
Seattle, WA

hereinafter termed "Inventors", have invented certain new and useful improvements in

## METHOD AND APPARATUS FOR AN IMPROVED SAMPLE CAPTURE DEVICE

- ☒ for which an application for United States Patent was filed on March 29, 2006, Application No. 10/574,242  
☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, Pelikan Technologies, Inc., a corporation having a place of business at 1072 East Meadow Circle, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3 MAY 06

Date: 2006 MAY 03

Date: 3 MAY 06

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Travis Marshall  
Travis Marshall

Paul Lum  
Paul Lum

Don Alden  
Don Alden

James Ross

Ron L. Bardell

Bernhard Weigle

4. The undersigned Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: \_\_\_\_\_

Travis Marsot

Date: \_\_\_\_\_

Paul Lum

Date: \_\_\_\_\_

Don Alden

Date: 11 May 2006

James Ross

Date: \_\_\_\_\_

Ron L. Bardet

Date: \_\_\_\_\_

Bernhard Weigle

4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: \_\_\_\_\_

Travis Marriot

Date: \_\_\_\_\_

Paul Lum

Date: \_\_\_\_\_

Don Alden

Date: \_\_\_\_\_

James Ross

Date: 5/19/06

Ron L. Bardell  
Ron L. Bardell

Date: \_\_\_\_\_

Bernhard Weigle

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: \_\_\_\_\_

Travis Marsot

Date: \_\_\_\_\_

Paul Lum

Date: \_\_\_\_\_

Don Alden

Date: \_\_\_\_\_

James Ross

Date: \_\_\_\_\_

Ron L. Bardell

Date: 5-11-06

Bernhard Weigl